



**STATE OF ARIZONA**  
**DEPARTMENT OF TRANSPORTATION**  
**PROCUREMENT**



**ELECTRONIC REQUEST FOR QUOTE**

ADOT SOLICITATION REFERENCE NUMBER: **T08-12-00018**  
Commodity Code: **0968-0072**  
Description: **Snow Plow Services for ADOT Facilities in Flagstaff, Arizona**  
**DUE DATE: Wednesday, November 28, 2007 at 5:00 P.M. MST**

DATE POSTED: **November 7, 2007**  
**Submittal Location:** **Arizona Department of Transportation**  
**Procurement Group**  
**1739 W. Jackson Street, Suite A**  
**Phoenix, Arizona 85007**

**REPLY TO: FAX: (602) 712-8647**

Responsible Procurement Officer: **Amir Sakhi** Phone: **(602) 712-8584**

**PROCUREMENTS LESS THAN \$50,000.00 ARE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR.**

**"An Equal Employment Opportunity Agency"**

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

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**1.0 SCOPE OF WORK**

Pursuant to the provisions of the Arizona Procurement Code, A.R.S. §41-2501 et seq., the Arizona Department of Transportation hereinafter referred to as the Department intends to establish an "as-needed" contract for the snow plow services at the ADOT Flagstaff Facilities.

The contractor shall provide all necessary labor, tools, equipment, supplies and materials to perform the required services.

**1.1 WORK LOCATION**

- a. **Flagstaff District Office**  
1801 S. Milton Road  
Flagstaff, Arizona 86001  
Total Square Footage: 58,814 sq. ft.  
Site Contact: Beverly Custer, (928) 779-7551
- b. **Flagstaff District Modular**  
1901 S. Milton Road  
Flagstaff, Arizona 86001  
Total Square Footage: 13,897 sq. ft.  
Site Contact: Beverly Custer, (928) 779-7551
- c. **Flagstaff - Motor Vehicle Division, includes test track**  
1851 S. Milton Road  
Flagstaff, Arizona 86001  
Total Square Footage: 128,693 sq. ft.  
Site Contact: Ami Larson, (928) 779-7512

## 1.2 **WORK SCHEDULE**

The contractor will be required to physically respond (Snow Plow) within one day after notification from the Department. All work shall be completed prior to 6:00 A.M. M.S.T., Monday through Friday unless otherwise designated by the Department. No work will be performed on weekends or State Holidays without prior approval of the Contract Administrator.

Due to weather condition touch up snow removal will be performed during business hours, if the snow accumulation reaches 2 ½ inches or more.

### Emergency Requests

In the event emergency work will need to be performed, the Department will notify the contractor verbally when and where the service is required. The contractor will have 4 hours after notification to respond to the site and complete the required service as specified by the Department.

## 1.3 **WORK DETAILS**

The following provisions apply to the contract:

The snow removal equipment(s) shall be operated at a speed which produces optimum cleaning results and shall make as many passes on a given portion of the parking lots as necessary to clean it. **Clean is defined as:** An absence of snow on the pavement or the sidewalk.

The contractor shall comply with the snow removal General Requirements listed below to ensure that all areas of the parking lots listed in Paragraph 1.1, Work Locations are thoroughly cleaned.

### General Requirements

- a. Snow plow the entire parking lot, MVD Test Track and drive through areas
- b. Clear all walkways, stairs and handicap ramps
- c. Clear sidewalks in front of building

## 1.4 **STAFFING**

The Contractor shall provide an adequate number of employees required to complete the work at each facility as described in the solicitation. Contractors should carefully consider the labor requirements to perform all tasks.

## **1.5 EQUIPMENT**

The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract. This includes sufficient "back-up" equipment to provide **uninterrupted** service when equipment breakdown occurs.

Contractor's equipment shall comply with ALL applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals.

Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

Equipment utilized herein shall be equipped with top-mounted, amber rotating beacon light(s) that shall be in operation at all times while equipment is operated within the Department's right-of-way. Rotating amber beacon lights shall be equal to code three, 6105 rectangular and/or 550 round for uniformity and shall be mounted in such a manner as to be clearly visible from all directions for a distance of 500 feet.

Contractor shall ensure that all vehicles/equipment utilized herein and within the Department right-of-way shall be equipped with a working back-up alarm that is audible and distinctly distinguishable from other noise around the worksite.

The Department reserves the right to inspect equipment at any time and require the replacement of any that does not meet minimum serviceability standards. Equipment, machinery, component or system failures that affect the safe operation of any equipment shall be corrected prior to using the equipment. **All vehicles must be maintained in good repair, appearance and sanitary condition at all times.**

## **1.6 SAFETY, SANITARY AND HEALTH**

Contract Specifications require all Contractor employees to wear OSHA approved protective clothing, i.e. hard hats, gloves, steel-toed footwear, full-length pants and long- sleeve shirts at all times while working within the Department's right-of-way.

The contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of the contractor's employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health Services or other authorities having jurisdiction therein.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The contractor shall not require any workers to work in surroundings or under conditions that are unsanitary, hazardous or dangerous to their health or safety.

## **1.7 SUSPENSION OF WORK**

The Contractor shall suspend operations if weather conditions are such that work operations cannot be carried out in a safe and effective manner, or will pose an environmental hazard. If such suspension occurs, the Contractor shall immediately notify the Contract Administrator or their designated representative.

The Contract Administrator or their representative may suspend work operations at any time, when in their judgment, present or impending weather conditions are such that work operations cannot be carried out in a safe, effective manner.

**VIOLATION OF SAFETY RULES, REGULATIONS OR PRACTICES MAY BE CONSIDERED GROUNDS FOR TERMINATION OF THE CONTRACT.**

## **1.8 SUPERVISION**

The Contractor shall provide the Department with the name and telephone number of the Contract Supervisor overseeing the work operations. The supervisor shall have authority to make decisions concerning the day to day operations and shall assist the Department's appointed representatives in making on-site inspections. This supervisor shall be competent in all matters relating to the specific tasks involved in this contract.

## **2.0 UNIFORM TERMS AND CONDITIONS**

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to <https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf> or contact Amir Sakhi at (602) 712-8584.

## **3.0 SPECIAL TERMS AND CONDITIONS**

### **3.1 TERM OF CONTRACT**

The term of any resultant contract shall commence on the effective day of award and shall continue **for a period of one (1) year after award of contract**, unless terminated, cancelled or extended as otherwise provided herein.

The Department reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to (48) months.

### **3.2 CHANGES**

The Department reserves the right to revise the delivery and schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the Department. All changes shall be documented by formal amendments to the contract.

### **3.3 EVALUATION**

In accordance with the Arizona Procurement Code ARS §41-2535, **Request for Quotation**, awards shall be made to the most responsible and responsive bidder whose response conforms in all material aspects to the requirements set forth in this Electronic Request for Quotation.

### **3.4 ACCEPTANCE**

Each project shall be subject to a complete inspection by the Contract Administrator's Representative. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

### **3.5 INVOICING**

Upon satisfactory inspection and acceptance by the Department of the completed project(s), the contractor shall submit an invoice for payment to the address shown on the Department's purchase order.

All invoices shall contain the purchase order number, contract name and number, Contractor's name, address and phone number and the name of the Contractor's representative to contact concerning billing questions.

Invoices not sent to the proper address, as listed on the purchase order(s), or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the services provided within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein. DELIVERY OF THE SERVICES PROVIDED TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

### **3.6 PROMPT PAYMENT DISCOUNT**

Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price (See Price Sheet, Attachment 1).

### **3.7 SAFETY STANDARDS**

All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards and the Department of Environmental Quality.

The Contractor shall comply with applicable laws and regulations governing safety, health and sanitation. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any workers to work in surroundings or under conditions that are unsanitary, hazardous or dangerous to their health or safety.

The Department shall be notified immediately of any incidents or conditions relative to public health or safety.

### **3.8 CONTRACT ADMINISTRATION**

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced in this Solicitation contact, Amir Sakhi, Procurement Officer, (602) 712-8584.

Following award, the contractor shall contact the Procurement Group or the on-site Maintenance Supervisor for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Procurement Officer or his/her authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

### **3.9 CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY**

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT

Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

### **3.10 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

### **3.11 FEDERAL IMMIGRATION AND NATIONALITY ACT**

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

### **3.12 INDEMNIFICATION CLAUSE**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

### **3.13 INSURANCE**

The contractor shall furnish certificates similar to **Certificate of Insurance, Exhibit 1**, inclusive of the following requirements to the department. Certificate(s) shall be received within **five (5) calendar days of notification of tentative award** by the Procurement Officer and prior to contract execution.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability and XCU coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.**

**1. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to, Arizona Department of Transportation, Procurement Group, 1739 West Jackson Street, Suite A, Phoenix, AZ 85007, **ATTN: Amir Sakhi**, and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) similar to **Certificate of Insurance, Exhibit 1**, as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Transportation, Procurement Group, 1739 West Jackson Street, Suite A, Phoenix, AZ 85007, **ATTN: Amir Sakhi**.

The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

**F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### **3.14 LICENSES, PERMITS, CERTIFICATIONS, FEES**

Contractor and any subcontractor shall, at their expense, possess or obtain, and retain in force without any violations, complaints, or suspensions during the term of this contract, all licenses, permits, certifications, or fees and comply with all federal, state, local and tribal laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the solicited services herein.

### **3.15 FEDERAL IMMIGRATION AND NATIONALITY ACT**

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

### **4.0 UNIFORM INSTRUCTIONS TO OFFERORS**

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to <https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf> or contact Amir Sakhi at (602) 712-8584.

### **5.0 SPECIAL OFFER SUBMITTAL INSTRUCTIONS**

Complete and return all required information to the location indicated on the Electronic Request For Quote, page one (1) by the time indicated.

- **PRICE SHEET** (Attachment 1)
- **SIGNED OFFER & CONTRACT AWARD SHEET** (Attachment 2)
- **SUBSTITUTE W-9** (Attachment 3)
- **NON-COLLUSION AFFIDAVIT** (Attachment 4)

**Responses may be faxed to: (602) 712-8647, Attention: Amir Sakhi. Responses must be in writing and signed.**

### **5.1 PRICE SHEET (ATTACHMENT 1) RATE INFORMATION**

#### **Total Price for Each Location**

The Price for each Location shall include all necessary labor, equipment, and supplies to perform the services as stated within this Electronic Request for Quote. The rate for service is price per 100 square feet. This amount shall be multiplied by the total square footage for each location shown on the Price Sheet to arrive at the price for this service that shall be entered in the Total Price Column.

#### **Rate for Additions and/or Deletions**

This rate shall be submitted as price per 100 square feet for the services specified. It will be used to compute the *new Service rate* if the building is renovated and has more or less square footage than

previously. It may also be used to add any additional Locations within a 25 mile radius providing the same services, labor, equipment and supplies. This rate may also be used to calculate snow touch up services cost. **Therefore, the bid price per 100 square feet should take into consideration ALL necessary labor, equipment, and supplies to perform the services/supplies to an additional location.**

#### Rate for Emergency Snow Removal

The price per 100 square feet is to include the cost of labor, equipment, and supplies to perform the service.

#### Additional Fees

No additional fees will be allowed for providing service within a thirty-five (35) mile radius in which the successful contractor's facilities are located. The Department shall not pay any additional fees while the contractor is en-route either to or from the site which requires service.

### **5.2 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

### **5.3 FEDERAL IMMIGRATION AND NATIONALITY ACT**

By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

### **5.4 SOLICITATION QUESTIONS**

All questions regarding this solicitation must be submitted in writing and directed to Amir Sakhi, Procurement Officer or fax number (602) 712-8647, **No later than November 21, 2007 5:00 P.M. M.S.T.**



# STATE OF ARIZONA CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF TRANSPORTATION  
 PROJECT TITLE: Snow Plow Services for ADOT Facilities in Flagstaff, Arizona  
 TRACT NUMBER: T08-12-00018

PRODUCER	COMPANIES AFFORDING COVERAGE	CURRENT A.M. BEST RATING
	A	
INSURED	B	
	C	
	D	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LT R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON)           \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE           \$ _____ \$ _____ \$ _____ \$ _____
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE AGGREGATE           \$ _____ \$ _____
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE           \$ _____ \$ _____
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE           \$ _____ \$ _____ \$ _____
	BUILDERS RISK				
	OTHER:				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:**

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSUREDS. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER / ADDITIONAL INSURED  <b>State of Arizona</b> <b>Arizona Department of Transportation</b> <b>1739 W. Jackson Street, Suite A</b> <b>Phoenix, AZ 85007</b>	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY  _____ SIGNATURE DATE: _____
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**PRICE SHEET**

ATTACHMENT 1

MUST BE COMPLETED IN ACCORDANCE WITH SOLICITATION REQUIREMENTS AND SUBMITTED WITH  
OFFER**SOLICITATION NO. T08-12-00018****Snow Plow Services for ADOT Facilities in Flagstaff, Arizona**

Item No.	Description	Est. Sq. Ft.	Total Price for each location
1.	Flagstaff District Office	58,814	\$ _____
2.	Flagstaff District Modular	13,897	\$ _____
3.	Flagstaff Motor Vehicle Division Includes Test Track	128,693	\$ _____
TOTAL GROSS OFFER			\$ _____
4.	Rate for addition and/or Deletions	Per 100 square feet	\$ _____
5.	Emergency Snow Removal	Per 100 square feet	\$ _____

**NOTE: Quantities used are for estimating purposes only and are not intended to indicate the actual quantities which may be required under this contract.**

\_\_\_\_\_  
**Company Name**\_\_\_\_\_  
**Company Representative**

IF PAYMENT IS MADE WITHIN \_\_\_\_\_ DAYS AFTER RECEIPT OF GOODS OR SERVICES, THE ABOVE QUOTED PRICE CAN BE DISCOUNTED BY \_\_\_\_\_%.

**OFFER AND CONTRACT AWARD**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 West Jackson, Suite A  
Phoenix, Arizona 85007  
Phone: (602) 712-7211



SOLICITATION NO. **T08-12-00018**

Submit this form with an original signature to the State.

**OFFER****TO THE STATE OF ARIZONA:**

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number  
No.: \_\_\_\_\_

Federal Employer Identification  
No.: \_\_\_\_\_

For clarification of this offer, contact:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Offeror's (Company) Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Company Email Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
**Signature of Person Authorized to Sign Offer**

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Facsimile

\_\_\_\_\_  
Title

**SMALL BUSINESS CERTIFICATION**

As a person authorized to represent this offeror, by signing below I certify that the bidding organization is qualified as a small business. A small business means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field, and which employs fewer than one hundred full-time employees or which had gross annual receipts of less than four million dollars in its last fiscal year (A.R.S. §41-1001). Procurements estimated to cost less than fifty thousand dollars (\$50,000.00) shall be restricted to small businesses in accordance with A.A.C. §41-2535.

\_\_\_\_\_  
**Signature of Person Authorized to Certify Status as Small Business**

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)**

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by the state.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_.

**Snow Plow Services for ADOT Facilities in Flagstaff, Arizona**

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order.

State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
Amir Sakhi

As Procurement Officer and not personally\_



# State of Arizona Substitute W-9 & Vendor Authorization Form



**Purpose:** Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

**Instructions:** Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; **AND**
3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.

Refer to [State of Arizona Substitute W-9 Instructions](#) and [IRS W-9 Instructions](#) for details on completing this form.



**Social Security Number (SSN)** \_\_\_\_\_ **OR Employer Identification Number (EIN)** \_\_\_\_\_

**Entity Type** Must select one of the following (Coding (X#) is for internal purposes only)

- ☐ Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I)
 ☐ State of Arizona employee (1E) HRIS EIN \_\_\_\_\_
- ☐ Corporation NOT providing health care, medical or legal services (5A)
 ☐ LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)
- ☐ Corporation providing health care, medical or legal services (5M)
 ☐ LLC, PLLC organized as corporation providing health care, medical or legal services (5M)
- ☐ Partnership, LLP or Partnership organized as LLC or PLLC (5C)
 ☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
- ☐ An international organization or any of its agencies/instrumentalities (5U)
 ☐ Other: Tax Reportable Entity (5P) Description \_\_\_\_\_
- ☐ The US or any of its political subdivisions or instrumentalities (2G)
 ☐ Other: Tax Exempt Entity (5H)

**Name** (First, Middle, Last) \_\_\_\_\_

**Business Name** \_\_\_\_\_

**Main Address** Where tax information and general correspondence is to be mailed

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

**Remittance Address** Where payment is to be mailed ☐ Same as Main

DBA/Branch/Location \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

**Vendor Contact Information**

Name \_\_\_\_\_

Title \_\_\_\_\_ Phone # \_\_\_\_\_ Ext. \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

**Minority Business Indicator** Must select one of the following (Coding (X#) is for internal purposes only)

- ☐ Small Business (01)
 ☐ Small Business- African American (23)
 ☐ Small Business- Asian (24)
 ☐ Small Business- Hispanic (25)
 ☐ Small Business- Native American (27)
 ☐ Small Business- Other Minority (05)
 ☐ Small, Woman Owned Business (06)
 ☐ Small, Woman Owned Business- African American (29)
 ☐ Small, Woman Owned Business- Asian (30)
 ☐ Small, Woman Owned Business- Hispanic (31)
 ☐ Small, Woman Owned Business- Native American (33)
 ☐ Small, Woman Owned Business- Other Minority (11)
 ☐ Woman Owned Business (03)
 ☐ Woman Owned Business- African American (17)
 ☐ Woman Owned Business- Asian (18)
 ☐ Woman Owned Business- Hispanic (19)
 ☐ Woman Owned Business- Native American (21)
 ☐ Woman Owned Business- Other Minority (08)
 ☐ Minority Owned Business- African American (04)
 ☐ Minority Owned Business- Asian (32)
 ☐ Minority Owned Business- Hispanic (74)
 ☐ Minority Owned Business- Native American (15)
 ☐ Minority Owned Business- Other Minority (02)
 ☐ Non-Profit, IRC §501(c) (88)
 ☐ Non-Small, Non-Minority or Non-Woman Owned Business (00)
 ☐ Individual, Non-Business (00)

**Certification**

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. person (including U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

STATE OF ARIZONA AGENCY USE ONLY

VENDOR: DO NOT WRITE BELOW THIS LINE

Agency Authorization: Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_

AGY \_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_ Date \_\_\_\_\_

STATE OF ARIZONA GAO USE ONLY

VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching
 ☐ Corporation Commission
 ☐ HRIS
 Vendor Number \_\_\_\_\_
 Processed by \_\_\_\_\_
 Date Processed \_\_\_\_\_

<p align="center"><b>NON-COLLUSION AFFIDAVIT</b></p> <p align="center">ARIZONA DEPARTMENT OF TRANSPORTATION Procurement 1739 West Jackson, Room 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211</p> <p align="center"><b>SOLICITATION NO. T08-12-00018</b></p>
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**NON-COLLUSION AFFIDAVIT**

State of Arizona) ) ss  
County of )

\_\_\_\_\_  
(Affiant)

the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this  
\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for  
the County of \_\_\_\_\_  
State of \_\_\_\_\_